## **REMARKS**

The Applicant thanks the Examiner for the notice of allowance of the present application.

Applicant thanks Examiner Layno for the courtesy extended by Examiner Layno to Applicant's representative, Andrew Reibman, Esq. (Reg. 47,893), during the phone call of Dec. 6, 2007. Examiner Layno called the Applicant to suggest an Examiner's amendment which would place the case in condition for allowance. Applicant's representative agreed with the amendment in substance, but suggested certain modifications to improve clarity and grammatical usage. Examiner Layno agreed to consider the proposed modifications. The Examiner's amendment, with the suggested modifications, is the same as the proposed amendment submitted with the present paper.

Applicant also appreciates the courtesy extended by Examiner Layno to Applicant's representative, Andrew Reibman, Esq. (Reg. 47,893), during the brief second telephone conversation of Dec. 19, 2007. During the interview, Applicant's representative pointed out that the Examiner's amendment which was included in the recent notice of allowance had several minor typographical discrepancies from the amendment which had been agreed to by the Applicant. Accordingly, it was agreed by Applicant's representative and Examiner Layno, that a proper course of action would be to withdraw the Examiner's amendment and have the Applicant submit a new clean claim set reflecting the agreed amendment.

Accordingly, Applicant respectfully withdraws their consent for the entry of the Examiner's amendment enclosed with the Notice of Allowance, and instead submits the enclosed Rule 312 amendment which is intended to match exactly the amendment previously agreed to. Applicant respectfully requests that the claim set enclosed herein be entered as submitted. The amendment is not believed to substantively alter the claim scope, but rather is intended merely to improve clarity.

Finally, with respect to the reasons for allowance, Applicant respectfully notes that none of claims 16, 22, 33, 34, nor their respective dependent claims require that the second player key be located in a customer key area, e.g., claim 16 merely recites that second player key is in "a second area". However, these claims are still believed to be allowable over all of the cited art of record.

U.S. Application Ser. No. 10/770,892 Attorney Docket No. 12406/81 Amendment under 37 C.F.R. Sec. 1.312

The Examiner is invited to telephone Applicant's undersigned representative if any question arises concerning the present application.

Respectfully submitted,

KENYON & KENYON LLP

Dated: <u>Scn. 2, 200</u> 8

By:

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